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 - (g) remove, disable or circumvent any security protections or any technical measures that control access to the Game;
 - (h) remove, modify, deface or circumvent any proprietary notices or labels contained on or within the Game;
 - (i) export or re-export the Game or any copy or adaptation in violation of any applicable laws or regulations; or
 - (j) create data or executable programs that mimic data or functionality in the Game.

Furthermore, you agree that you shall abide by the safety information, maintenance instructions

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- 5. Behaviour guidelines.** Any use of the Game in violation of these behaviour guidelines is strictly prohibited, can result in the immediate revocation of your limited license granted under these Terms, and may subject you to liability for violations of law. ANY ATTEMPT BY YOU TO DISRUPT OR INTERFERE WITH THE GAME INCLUDING UNDERMINING OR MANIPULATING THE LEGITIMATE OPERATION OF THE GAME IS A VIOLATION OF PIXILE POLICY AND MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. In particular:

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- a. Engage in any act that Pixile deems to be in conflict with the spirit or intent of the Game, including but not limited to circumventing or manipulating these Terms, our game rules, game mechanics or policies;
- b. Make improper use of Pixile' support services, including by submitting false abuse reports or using profane and abusive language in your communications with our support personnel; or
- c. Use the Game, intentionally or unintentionally, in connection with any violation of any applicable law or regulation, or do anything that promotes the violation of any applicable law or regulation;

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- d. Use cheats, exploits, automation software, bots, hacks, mods or any unauthorized third party software designed to modify or interfere with the Game or any Pixile game experience;
- e. Use the Game in order to design or assist in the design of cheats, automation software, bots, hacks, mods or any other unauthorized third party software designed to modify or interfere with the Game or any Pixile game experience;
- f. Without Pixile' express written consent, modify or cause to be modified any files that are a part of the Game;
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- h. Institute, assist or become involved in any type of attack, including without limitation distribution of a virus, denial of Game attacks upon the Game, or other attempts to disrupt the Game or any other person's use or enjoyment of the Game; or
- i. Attempt to gain unauthorized access to the Game, Accounts registered to others or to the computers, Servers, or networks connected to the Game by any means other than the user interface provided by Pixile, including but not limited to, by circumventing or modifying, attempting to circumvent or modify, or encouraging or assisting any other person to circumvent or modify, any security, technology, device, or software that is part of the Game;

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- j. Post any information that is abusive, threatening, obscene, defamatory, libelous, or racially, sexually, religiously, or otherwise objectionable or offensive;
- k. Post any information that contains nudity, excessive violence, or offensive subject matter or that contains a link to such content;
- l. Attempt to, or harass, abuse, or harm, or advocate or incite harassment, abuse or harm of another person, group, including Pixile employees, including Pixile' customer Game representatives; or

m. Make available through the Game any material or information that infringes any copyright, trademark, patent, trade secret, right of privacy, right of publicity, or other right of any person or entity or impersonates any other person, including without limitation a Pixile employee;

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o. Use the Game or any part thereof for performing in-game Games, such as power-leveling and item collection Games, in exchange for payment outside the Game; or

p. Transmit unauthorized communications through the Game, including junk mail, chain letters, spam and any materials that promote malware, spyware and downloadable items;

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t. Make any automated use of the system, or take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure;

u. Bypass any robot exclusion headers or other measures We employ to restrict access to the Game or use any software, technology, or device to send content or messages, scrape, spider, or crawl the Game, or harvest or manipulate data;

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y. Solicit or attempt to solicit personal information from other users of the Game;

z. Collect, harvest or post anyone's private information, including personally identifiable information (whether in text, image or video form), identification documents, or financial information through the Game; or

aa. upload or transmit or attempt to upload or transmit, without Pixile's express permission, any material that acts as a passive or active information collection or transmission mechanism,

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During the Account creation process, you may be required to select a password (“**Login Information**”). The following rules govern the security of your Login Information:

- a. You shall not share the Account or the Login Information, let anyone else access your account, or do anything else that might jeopardize the security of your Account;
- b. In the event you become aware of or reasonably suspect any breach of security, including without limitation any loss, theft, or unauthorized disclosure of the Login Information, you must immediately notify Pixile and modify your Login Information;
- c. You are solely responsible for maintaining the confidentiality of the Login Information, and you will be responsible for all uses of the Login Information, including purchases, whether or not authorized by you; and
- d. You are responsible for anything that happens through your Account.

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- 13. Indemnity.** You agree to indemnify, pay the defense costs of, and hold Pixile, its licensors, its and their affiliates, and its and their employees, officers, directors, agents, contractors, and other representatives harmless from all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs, and expert witnesses' fees) that arise from or in connection with (a) any claim that, if true, would constitute a breach by you of these Terms or negligence by you, or (b) any act or omission by you in using the Game (including any Game Currency or Content). You agree to reimburse Pixile on demand for any defense costs incurred by Pixile and any payments made or loss suffered by Pixile, whether in a court judgment or settlement, based on any matter covered by this Section 12.

If you are prohibited by law from entering into the indemnification obligation above, then you assume, to the extent permitted by law, all liability for all claims, demands, actions, losses, liabilities, and expenses (including attorneys' fees, costs and expert witnesses' fees) that are the stated subject matter of the indemnification obligation above.

- 14. Termination.** Without limiting any other rights of Pixile, these Terms will terminate automatically without notice if you fail to comply with any of its terms and conditions. You may also terminate these Terms by deleting all copies of the Game on your devices. Upon any termination, the License will automatically terminate, you may no longer exercise any of the rights granted to you by the License, and you must destroy all copies of the Game in your possession.

Except to the extent required by law, all payments and fees are non-refundable under all circumstances, regardless of whether or not these Terms has been terminated.

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15. Governing Law and Jurisdiction. You agree that these Terms will be deemed to have been made and executed in the Province of British Columbia, Canada, and any dispute will be resolved in accordance with the laws of Canada and British Columbia, excluding that body of law related to choice of laws. Any action or proceeding brought to enforce the terms of these Terms or to adjudicate any dispute must be brought in the courts in Vancouver, British Columbia, Canada. You agree to the exclusive jurisdiction and venue of these courts. You waive any claim of inconvenient forum and any right to a jury trial. The Convention on Contracts for the International Sale of Goods will not apply. Any law or regulation which provides that the language of a contract shall be construed against the drafter will not apply to these Terms.

16. Class Action Waiver. You agree not to bring or participate in a class or representative action, private attorney general action, or collective arbitration related to the Game (including any Game Currency or Content) or Games or these Terms. You also agree not to seek to combine any action or arbitration related to the Game or Games or these Terms with any other action or arbitration without the consent of all parties to these Terms and all other actions or arbitrations.

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19. Miscellaneous. These Terms and any document or information referred to in these Terms constitute the entire agreement between you and Pixile relating to the subject matter covered by these Terms. All other communications, proposals, and representations with respect to the subject matter covered by these Terms are excluded.

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These Terms describes certain legal rights. You may have other rights under the laws of your jurisdiction. These Terms does not change your rights under the laws of your jurisdiction if the laws of your jurisdiction do not permit it to do so. Limitations and exclusions of warranties and remedies in these Terms may not apply to you because your jurisdiction may not allow them in your particular circumstance. In the event that certain provisions of these Terms are held by a court or tribunal of competent jurisdiction to be unenforceable, those provisions shall be enforced only to the furthest extent possible under applicable law and the remaining terms of these Terms

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